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Contract Database Metadata Elements

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Union: **International Brotherhood of Teamsters (IBT)**

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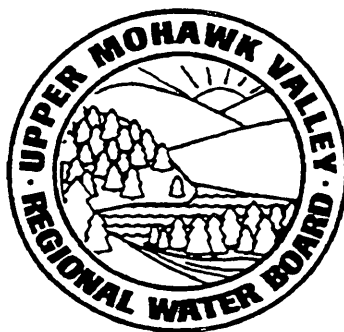
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Upper Mohawk Valley Regional
Water Board And Ibt Local 182

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NEGOTIATED AGREEMENT
BETWEEN
UPPER MOHAWK VALLEY REGIONAL WATER BOARD
AND
LOCAL UNION # 182
OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
APRIL 1, 1995 THROUGH MARCH 31, 2002



NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

OCT 19 2000

EXECUTIVE DIRECTOR

NEGOTIATED AGREEMENT

BETWEEN

UPPER MOHAWK VALLEY REGIONAL WATER BOARD

AND

LOCAL UNION # 182

OF THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

APRIL 1, 1995 THROUGH MARCH 31, 2002

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ARTICLE I

RECOGNITION

Section 1.

The employer recognizes the Local Union 182, International Brotherhood of Teamsters, hereinafter known as the Local Union 182, IBT, as the sole and exclusive representative for all full time employees in the unit described in Article II.

Section 2.

The employer shall deduct from the wages of the employees and remit to the Local Union 182, IBT, regular membership dues for those employees who sign authorizations permitting such payroll deduction.

Section 3.

Effective September 1, 1989:

The Upper Mohawk Valley Regional Water Board, hereinafter known as the Water Board, shall deduct from the wage of salary of employees in the Local Union 182, IBT, bargaining unit who are not members of the Local Union 182, IBT, the amount equivalent to the dues levied by the Local Union 182, IBT, and shall transmit the sum so deducted to the Local Union 182, IBT, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Local Union 182, IBT, affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rata proportion of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective negotiation or administration of the agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the Local Union 182, IBT, maintains such procedure as provided by law.

The Agency Shop Fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement.

Section 4.

The employer agrees that the Local Union 182, IBT, shall be the sole and exclusive bargaining agent for all the full-time employees described in Article II for the purpose of collective bargaining and grievances.

Section 5.

Local Union 182, IBT, affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 6.

Should the Water Board relinquish control of its employees to a new employer, employees of the Water Board shall be given the opportunity at that time to accept employment with the new employer if a vacancy for which they are qualified is to be filled.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The Collective Bargaining Unit shall consist of all full time employees of the Water Board, except upper level management personnel and other employees represented by the Management Employees Association of the Water Board. On a quarterly basis, the Water Board agrees to provide to a designee of the Union a listing of all newly hired bargaining unit members indicating each employee's full name, job title, and date of hire.

ARTICLE III

MANAGEMENT RIGHTS

Section 1.

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether, and to what extent, the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; subject to such other provisions as may be contained in

this agreement; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercises of these rights as are expressly provided in this Agreement, or provided by law.

Section 2.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement. This Agreement shall constitute the full and complete commitment of the Employer to the Union.

ARTICLE IV

COMPENSATION

Section 1. The former base salary schedule shall be increased as follows:

Effective 4/1/95 - 3%
Effective 4/1/96 - 3%
Effective 4/1/97 - 3%
Effective 4/1/98 - 3%
Effective 4/1/99 - 3%
Effective 4/1/00 - 3%
Effective 4/1/01 - 3%

Each employee covered by the Agreement who is still on the active payroll as of the beginning of the payroll period immediately following ratification of the Agreement by both parties, and each employee who filed a timely application for early retirement under that certain Early Retirement Incentive Program offered by the Water Board which had a December 15, 1998 filing deadline, shall receive a retroactive payment computed upon the difference between his/her new base salary and his/her prior base salary for those hours or periods actually compensated, including overtime where appropriate, between April 1, 1995 and said payroll period. Due to the significant sums involved and concerns of cash flow and fiscal management, the retroactive payments shall be paid out to eligible employees/retirees in separate checks as follows: 40% of the amount owed each employee/retiree shall be paid out as soon as practical following ratification with the remaining 60% to be paid out in equal quarterly installments over a period of fifteen (15) months following ratification. Notwithstanding this, any retroactive amounts still owed to future retirees will be paid out in lump sum upon retirement rather than in remaining quarterly installments.

| TITLE | BASE SALARY 4/1/94 | BASE SALARY 4/1/99 |
|------------------------------|--------------------------|--------------------------|
| Accounting Clerk | \$20,281.00 | \$23,511.00 |
| Administrative Aide | | \$26,631.00 |
| Billing Machine Operator | \$20,334.00 | |
| Billing Supervisor | \$22,544.00 | |
| Cashier | \$21,340.00 | |
| Cashier | \$19,611.00 | \$22,735.00 |
| Clerk | \$18,724.00 | \$21,706.00 |
| Collection Supervisor | \$24,824.00 | |
| Collector | \$20,881.00 | \$24,207.00 |
| Computer Operator | \$21,459.00 | \$24,877.00 |
| Draftsperson | \$23,813.00 | \$27,606.00 |
| Key Punch Operator | \$19,441.00 | |
| Meter Reader | \$21,822.00 | \$25,298.00 |
| Meter Repairman, Gr. 1 | \$24,804.00 | |
| Meter Repairman, Gr. 2 | \$22,904.00 | |
| Meter Repairman, Gr. 3 | \$21,960.00 | |
| Meter Service Person | \$23,443.00 | \$27,177.00 |
| Principal Account Clerk | \$24,961.00 | \$28,937.00 |
| Senior Account Clerk | \$22,313.00 | |
| Senior Clerk | \$20,281.00 | |
| Senior Clerk | \$21,686.00 | \$25,140.00 |
| Sr. Engineering Aide | \$27,174.00 | \$31,502.00 |
| Senior Meter Reader | \$27,810.00 | \$32,239.00 |
| Senior Stenographer | \$22,154.00 | |
| Sr. Laboratory Technician | \$24,107.00 | \$27,947.00 |
| Sr. Water Quality Analyst | | \$42,070.00 |
| Sr. Water Service Maintainer | \$27,854.00 | \$32,290.00 |
| Stenographer | \$18,947.00 | |
| Stock Clerk | \$22,324.00 | \$25,880.00 |
| Telephone Operator | \$20,334.00 | \$23,373.00 |
| Typist | \$18,634.00 | |
| Water Quality Analyst | | \$28,957.00 |
| Water Service Maintainer | \$25,613.00 | \$29,692.00 |
| Ass't. Water Plant Mech. | \$12.15 | |
| Laborer | \$8.90 | \$10.32 |
| Motor Equip. Oper. Heavy | \$11.73 | \$13.60 |
| Motor Equip. Oper. Light | \$10.55 | \$12.23 |
| Maintenance Person Tapper | \$11.45 | \$13.27 |

| TITLE | BASE SALARY 4/1/94 | BASE SALARY 4/1/99 |
|-------------------------------|--------------------------|--------------------------|
| Water Maintenance Crew Leader | \$11.93 | \$14.06 |
| Water Maintenance Helper | \$9.80 | \$11.36 |
| Water Maintenance Person | \$10.32 | \$11.96 |
| Water Maintenance Person-3 | \$0.00 | |
| (CDL Class 3 Oper. Lic.) | \$10.38 | \$12.03 |
| Water Utility Person | \$10.30 | \$11.94 |
| Ass't. Laboratory Technician | \$13.24 | |
| Data Processing Machine Oper. | \$0.00 | |
| Garage Attendant | \$0.00 | |
| Principal Clerk | \$0.00 | |
| Senior Accountant | \$0.00 | |
| Senior Meter Serviceman | \$0.00 | |
| Senior Water Utility Person | \$12.15 | \$14.09 |
| Water Plant Mechanic | \$0.00 | |

Section 2.

The hourly paid employee's salary will be two-thousand-eighty hours (2,080) per year.

Section 3.

New employees may receive 5% less the regular during the training period.

Section 4.

Effective upon ratification of this Agreement by both parties, i.e., July 19, 1999, the former longevity schedule shall be increased by \$50 at each of the 25, 30 and 35 year service levels. As such, the cumulative longevity schedule shall be as follows effective July 19, 1999:

| | |
|------------------|-------|
| After 5 years - | \$200 |
| After 10 years - | 400 |
| After 15 years - | 600 |
| After 20 years - | 800 |
| After 25 years - | 1,050 |
| After 30 years - | 1,300 |
| After 35 years - | 1,550 |

ARTICLE V

WORKDAY, WORKWEEK AND OVERTIME

The following rules and regulations relative to absence of employees from duty shall apply to all employees of the Water Board, except temporary employees. Administrative Officers and Heads of Departments are responsible for their enforcement.

Daily attendance records on each employee shall be maintained.

Section 1.

Except as provided elsewhere in this Article, the regular workweek for all employees of the Water Board shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive workdays, eight (8) hours per day, Monday through Friday, except those employees who work a normal thirty-five (35) hour week. Notwithstanding the above, the regular workweek for non-office employees may consist of Tuesday through Saturday, however, such schedule shall be limited to no more than six (6) employees. The Water Board will first ask for qualified volunteers to work the Tuesday through Saturday schedule, if implemented by the Water Board. In the absence of qualified volunteers, the Water Board shall have the right to make the assignment which shall be limited to those qualified new employees hired on or after August 1, 1999. Any employee assigned to such Tuesday through Saturday schedule and who actually works a Saturday shift shall receive a premium payment of \$20 for each Saturday worked in addition to his/her regular pay.

The issue of flex scheduling for office employees will be referred to a labor/management committee.

Flexible Scheduling (Water Purification Facility)

Employees employed at the Water Purification Facility will work on flexible schedules with seven (7) day cycles and twenty-four (24) hour per day coverage.

- A. Work week shall consist of any five (5) days within a seven (7) day work week and any continuous eight (8) hour period.
- B. If the employee works five (5) days in a week and the week includes a holiday which is not worked, the employee is to be paid his/her normal weekly pay plus normal straight time holiday pay.
- C. All overtime, except on holidays, shall be paid on time and one-half. If an employee works on a holiday, he shall be paid double time.

- D. Straight time payment shall be paid for work on Saturdays and Sundays except when such work is in excess of a forty (40) hour work week.

Section 2.

Overtime

All employees shall receive overtime compensation at the rate of time and a half in cash for work hours or any part thereof in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, but in no event shall the normal working hours be considered as overtime.

- A. Overtime work must be authorized in advance by the Appointing Authority or its designated representative before credit for overtime work may be allowed. There must be sound and justifiable reasons for overtime assignments.
- B. No employee shall be allowed to accumulate overtime credits compensable by equivalent time off in excess of thirty (30) workdays without the express consent of the Appointing Officer in writing. This compensatory time off option is limited to office employees.
- C. An employee who retires shall be compensated in cash on the next normal payroll after retirement by the Water Board from which he so retires for such of his overtime credits, up to thirty days, as cannot be liquidated by equivalent time off prior to such retirement. If retirement day is a normal payday, the employee shall be compensated on the retirement day. Further, he shall not be compensated for such accrued overtime credits upon transfer to another office, but such credits shall be transferred with him.
- D. In the event of death of an employee, his estate or beneficiary shall be paid the monetary value of his accumulated overtime credits up to the equivalent of thirty (30) days by the Department Head by which he had been employed.

Section 3.

Any employee assigned to work on a Sunday or a holiday will receive double time for all hours worked.

- A. An employee is not entitled to holiday pay if a leave of absence without pay is taken the day before or the day after the holiday. If written application for a leave without pay is made at least forty-eight (48) hours before the holiday and the application is approved by the employer, the employee will be eligible for holiday pay.

- B. In addition, if the employee has no-accrued leave time and is ill, then upon presentation of a doctor's certificate, the employee would be entitled to the holiday pay only.

Section 4.

An office employee working less than forty (40) hours per week may elect to accumulate compensatory time credits in lieu of receiving overtime pay up to the fortieth hour. The employee may take the accumulated compensatory time off only upon written approval in advance by the Appointing Authority. This compensatory time off option is limited to office employees.

Section 5.

Any employee called upon to work other than his normal shift will receive at least three (3) hours straight time pay.

Section 6.

If an employee works eight (8) hours or more, before or after his normal eight (8) hour workday, he shall, except in the case of an emergency, be entitled to minimum of 6 ½ hours rest before reporting back to work, without loss of pay.

Section 7.

If an employee is assigned and performs the duties of a higher paying job for a period of three (3) consecutive days or more, said person will be compensated at the higher rate of pay provided the employee completes all of the normal and customary duties required of the higher paying position.

ARTICLE VI

HOLIDAYS

New Year's Day
President's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

When a holiday falls on Saturday or Sunday, it will be up to the discretion of the Appointing Officer as to what day will be observed as the holiday.

ARTICLE VII

VACATION AND LEAVE POLICY

Section 1.

Vacation Leave

| | |
|-------------------------------------|------------------|
| After 6 months employment. | 1 week vacation |
| Or after 1 year employment. | 2 weeks vacation |
| After 5 years employment. | 3 weeks vacation |
| After 9 years employment. | 4 weeks vacation |
| After 20 years employment. | 5 weeks vacation |

For the purpose of computing vacation leave, the anniversary date will be used.

- A. No accumulation of vacation credits in excess of thirty (30) days shall be permitted without the express written consent of the Appointing Officer.
- B. The time at which vacation or compensatory time may be drawn by an employee shall be subject to the prior approval of the Appointing Officer. No vacation period shall be for more than two weeks at any one time unless approved by the Appointing Officer; vacations will be permitted up to three (3) weeks at one time from September through May on approval of the Appointing Officer.
- C. So far as practicable, vacation credits shall be used prior to transfer. The department to which an employee is transferred shall credit him with all of his accumulated vacation credits not used prior to transfer
- D. Upon separation from service by resignation, retirement or death, an employee or his estate or beneficiary, as the case may be, shall be compensated in cash for his vacation credits not in excess of thirty (30) days, payment to be made on the nearest following payroll date.
- E. It is also provided that in the event the entire amount of vacation credit earned is not used during the year following the accrual, then written permission from the Appointing Authority must be had to carry vacation credits over, but never to allow in excess of thirty (30) days as of any anniversary date.
- F. Vacation time preference shall be determined by seniority.

Section 2.

Sick Leave

All employees of the Water Board hired prior to August 1, 1999 shall receive one day's sick leave for every four weeks of employment, accumulative up to a maximum of 180 days. Sick leave accruals for employees hired on or after August 1, 1999 shall be a total of six days during the first twelve months of employment, nine days during the second twelve months of employment, then one day for every four weeks of employment thereafter, accumulative to a maximum of 180 days.

- A. An employee absent on sick leave shall notify his superior of such absence and the reason therefor on each day of such absence within two (2) hours after the beginning of his work day. In the event of prolonged absence due to illness or injury, the employee's supervisor will excuse the employee from the requirement of providing daily notice of absences. However, and notwithstanding the above, in the event there is any question of illness or injury arising under the terms of this Agreement, the employer may require a doctor's certificate, and/or request the employee to be examined by a Company doctor at the Company's expense, and an employee on a prolonged illness or injury must furnish a doctor's certificate every thirty (30) days if requested by the employer.
- B. An employee who is absent on account of illness for period of three (3) days or more is required to furnish the Appointing Officer with a doctor's certificate for proof of illness. The Water Board reserves the right to have the employee examined at any time after illness is reported by a doctor of its choice.
- C. When on sick leave, an employee must submit a doctor's certificate except as follows: Regardless of other provisions to the contrary, an employee who is absent during the course of a contract year, more than three (3) separate periods of less than five (5) days absence each, would be subject to submission of a doctor's certificate, at the employer's discretion, for any absence charged to sick leave beyond the above mentioned period. Abuse of sick leave privilege will be grounds for disciplinary action.
- D. The employee's accumulated sick leave credit shall not be jeopardized to the extent of "up to five (5) days" on each occasion effective from the day of death for the death of an immediate family member (which includes employee's spouse, children, mother, father, sister, brother, grandparents and grandchildren, mother-in-law, father-in-law, and spouse's brother or sister). These absences shall not exceed a maximum of fifteen (15) days in any one year, after which time shall be charged against accrued extra duty and/or vacation time.

- E. At retirement, employees will be compensated at the rate of \$5.00 per day for unused sick leave for the first 150 days and \$50.00 per day for each additional sick leave days up to a maximum of 100 days.
- F. If any employee is separated from the Water Board service or granted a leave of absence without pay from the Water Board service, and thereafter is reinstated or re-employed within one year following the last date upon which sick leave standing to his credit shall be restored to him and he shall continue to accrue up to the maximum of 180 days.

Section 3.

Personal Leave

All new employees of the Water Board shall be entitled to one (1) day personal leave after six (6) months of service. Upon completion of one year of service all employees shall be entitled to two (2) personal leave days per year.

Section 4.

Military Leave

An employee who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with no loss of time or pay not to exceed a total of thirty (30) calendar days or twenty-two (22) working days, whichever is greater, per calendar year as provided by law. The employee shall provide to the Water Board a copy of the employee's military orders at least two (2) weeks prior to going on such leave in the event of scheduled military duty or upon return to work in the event of emergency military duty.

Section 5.

Maternity Leave

The Water Board shall treat pregnancy-related disabilities in the same manner as other types of physical disabilities or mental disabilities. The Water Board shall also comply with the requirements of the federal Family Medical Leave Act.

Section 6.

Resignation

Notice of resignation must be given in writing to the Appointing Authority at least two weeks prior to the last day of work. The employee then shall be compensated in cash for vacation and overtime or extra duty credits not in excess of thirty (30) days in each of the two categories, accrued and unused, as of the effective day of resignation.

ARTICLE VIII

PENSIONS AND HEALTH INSURANCE

Section 1.

Pensions

The pension plan will include the benefits provided by Section 75-G of the New York State Employees' Retirement System and in addition optional coverage under Section 41-J for application of unused sick leave as additional service credit will be provided. It will also include Articles 14 and 15 for Tier 3 and 4 members.

Section 2.

Health Insurance

- A. It is agreed that as soon as reasonably possible following the ratification of this Agreement by both parties, the Blue Cross/Blue Shield traditional group health and dental plan shall be replaced by the Blue Cross/Blue Shield HMOBlue Preferred Plan coupled with the Guardian DentalGuard IV PPO Dental Plan. The MVP and PHP HMOs shall also continue to be made available as alternate plans.
- B. Effective upon installation of the HMOBlue Preferred Plan and Guardian Dental Plan:

For employees hired prior to September 1, 1989, the Water Board will continue to pay the full amount of the premium expense for individual coverage, and any form of dependent coverage, based on the plan selected by the employee.

For employees hired on or after September 1, 1989, the Water Board will increase its contribution toward the premium expense of both individual and dependent coverage to eighty percent (80%) from seventy-five (75%) based on the plan selected by the employee.

Effective as soon as practical following ratification of this Agreement by both parties, the Water Board will establish, at no cost to the employee, a flexible spending accounts benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures to be determined by the Water Board in accordance with IRS regulations. This optional plan may be used for favorable income tax treatment of the employee's health and dental premium contributions, deductibles, co-insurance amounts, other non-reimbursed medical expenses, and dependent care assistance.

Effective for the 2000 calendar year, and for each calendar year thereafter, any employee covered by this Agreement who has been an active participant in the Water Board's health benefits plan for at least one full calendar year may elect in advance in writing to discontinue his/her active participation in the Water Board's health benefits plan for a minimum of one full calendar year and shall then receive an annual stipend of \$500 if the employee is foregoing individual coverage, or an annual stipend of \$1,000 if the employee is foregoing two-person dependent coverage, or an annual stipend of \$1,200 if the employee is foregoing family coverage, payable in equal installments throughout the calendar year of election, provided the employee produces proof of alternate health insurance coverage from another source. Such payments shall be subject to the Section 125 plan referenced above. The employee shall have the right to return to Water Board coverage, pursuant to the particular health plan's rules and regulations, if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other reasons beyond the employee's control. Opt-out payments shall cease upon the employee's return to Water Board coverage.

The union acknowledges that the Water Board reserves the right to change or provide alternate insurance carriers, health maintenance organizations (HMOs), or benefit levels, or to self-insure as it deems appropriate for any form or portion of health, dental or optical coverage referred to in this Article, so long as the new coverage and benefits are when viewed as a whole equal to or better than the aforementioned programs. The Water Board will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, co-payment provisions, or deductibles so long as the Water Board uses its best efforts to minimize changes by incumbent insurance providers and HMOs from one year to another.

Unit members and their eligible dependents shall not be eligible for multiple coverage at any time under the Water Board's health plans. For example, an employee may not be covered as both an individual and a dependent at the same time under the Water Board's plans.

Benefits for employees retired prior to 1/1/77:

1. Over age 65. The Water Board reimburses employee and dependent for Medicare and Supplemental coverage.

2. Over age 55, but under 65. The Water Board to maintain employees in group with full coverage.
3. Employees on disability retirement shall obtain Disability Medicare when eligible. The Water Board to reimburse employee for Medicare and Supplemental coverage.

Benefits for employees retired after 1/1/77, and prior to 4/1/85:

1. Over age 65 - none.
2. Over age 55, but under 65 - Employees may elect to remain in group with full coverage. Employee shall reimburse Water Board for all premiums.
3. Employees on disability retirement, or leaving Water Board employment, shall have conversion rights to local community programs.

Benefits for employees retired after April 1, 1985:

1. One (1) year health insurance for each five (5) years of Water Board employment up to age 65. Supplemental insurance coverage at age 65 for the balance of the earned credits.

Section 4.

The Water Board agrees to provide optical insurance coverage to eligible members of the negotiating unit.

This section shall take effect as soon as feasible after the Board approves the funding of the agreement.

Drug and Alcohol Policy

In 1997, the parties developed a mutually acceptable drug and alcohol testing policy applicable to those employees who have a commercial driver's license (CDL) and who are engaged in safety-sensitive functions.

A joint Employer/Union ad hoc committee will be formed to study the quality of insurance and the costs of current and alternate programs.

This committee shall consist of not more than three (3) people appointed by the Chairperson of the Water Board and three (3) people appointed by the Local Union 182, IBT. This committee shall submit its advisory recommendations to the Water Board and

the President of the Local Union 182, IBT. These recommendations may be accepted or rejected by the Water Board or the Local Union 182, IBT, and no change can occur without complete ratification by both parties.

ARTICLE IX

SENIORITY

Section 1.

Employee's seniority shall commence on the date of his hiring by the Water Board. In case of interrupted service due to leave of absence, the seniority shall be reduced by the period of interruption. An employee shall lose his seniority under any of the following circumstances:

- A. Voluntary termination of his employment.
- B. Discharge for just cause.
- C. When an employee, indefinitely laid off, fails to return to work within two (2) weeks after written notice by certified or registered mail to his last known address requesting such return or if such employee fails to notify the employer of his intention to return to work within one (1) week after written notice has been delivered to him.
- D. If he is absent without notification to the employer for three (3) consecutive working days (unless there is a reasonable excuse of an unusual and unanticipated nature) preventing such notification.
- E. Layoff exceeding two (2) years (non-competitive only). Layoff exceeding four (4) years (competitive).

Section 2.

As vacancies occur within a department and the Water Board deems it necessary to fill such vacancies, a notice will be posted for a period of not less than five (5) days that the vacancy exists. At the completion of said period, the vacancy shall be filled with the applicant with the most seniority, who also is the most qualified.

The determination of the qualification of an individual is solely that of the Water Board and the Water Board shall have final determination in the selection of the applicant.

ARTICLE X

RECIPROCAL RIGHTS

The employer recognizes the right of the employees to designate representatives of the Local Union 182, IBT, to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Water Board upon the request of the employees.

Section 1.

The employer shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, or creed.

Section 2.

The Local Union 182, IBT, shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Water Board. The officers and agents of the Local Union 182, IBT, should have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

Section 3.

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of Government. The Local Union 182, IBT, shall provide the Water Board with a list of officers, stewards and other persons who may be designated for the purpose as previously described.

Section 4.

The Water Board agrees to meet with a committee from Local Union 182, IBT, every three months in order to promote harmonious and cooperative relationships between the Water Board and the employees.

Section 5.

Local Union 182, IBT, delegates shall be granted a total accumulated time off, without loss of pay or charge to any leave time, to attend conventions of eight man days per year; such delegates must furnish the Water Board with a copy of the delegate's certificate requiring the attendance at said convention.

Section 6.

It is the responsibility of the employer to have this contract put in a booklet form and made available to all eligible employees within sixty (60) days of the Union's execution of this contract.

ARTICLE XI

WORKING CONDITIONS

Section 1.

The employer shall notify the Local Union 182, IBT, at least seven (7) days in advance of any change in the working methods or working conditions except where such change is required because of an emergency or major disaster over which the employer has no control.

Section 2.

Layoff and Recall. Seniority is that factor which will prevail in the case of layoff, recall and reduction in forces. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure will prevail:

1. The employee involved shall have the right to replace the least senior employee within the same title.
2. If an employee cannot replace anyone within his title because of lack of seniority, he may replace any employee with less seniority in a lower paid title within the Water Board, if qualified. Non-competitive employees shall not have bumping or seniority rights over employees in the competitive class.
3. Employees shall be recalled in reverse order of layoff.
4. The Water Board shall give two weeks written notice prior to any layoff.

Section 3.

Employees in the Maintenance Department shall not be required to work in inclement weather except in an emergency. Any employee affected will be paid for said time.

Section 4.

Employees shall be paid on a bi-weekly basis.

Section 5.

The Water Board will institute a "suggestion box" program with suitable compensation for worthy suggestions.

Section 6.

If any person transfers from one classification to another, it is the responsibility of the employer to notify that person what benefits, as far as status, he shall gain or lose.

Section 7.

It is the employer's responsibility to see that an employee is aware of working conditions and be issued a booklet of the Collective Bargaining Agreement. (Re: Duty Statement Retirement and Health Plan Benefits)

ARTICLE XII

MISCELLANEOUS BENEFITS

Section 1.

Uniforms. Construction and maintenance employees shall receive \$250.00 for purchase and maintenance of seven pants, seven shirts, three coveralls, and where appropriate, safety shoes. This benefit shall be increased to \$275.00 effective April 1, 1999 and to \$300 effective April 1, 2001. The allowance shall cover all uniform requirements for two years. Aprons shall be provided for the meter shop. In the event of a layoff, uniforms, as well as tools and other equipment will be turned in to the Water Board and remain in its custody until the employee is recalled.

Section 2.

Any employee using his or her own car for Water Board business will receive \$.20 cents

per mile. (This does not include meter readers). No employee may use his or her own car for Water Board business without specific authorization of the Appointing Officer and/or his designated supervisory representatives.

Meter readers shall receive \$1.00 per day or \$.20 per mile travel expense in accordance with established meter route designation.

The Water Board will insure the employee's vehicle while on said business.

Section 3.

Employees who periodically work or are on call twenty-four hours a day, seven days a week, will be paid an additional thirty dollars (\$30.00) for that week which will not be credited against any compensation owing for time worked when the employee is called out into the field.

Section 4.

Effective July 19, 1999, the prior meal allowance for maintenance workers shall be adjusted as follows:

\$4.00 Breakfast \$0.00 Lunch \$10.00 Dinner

In the event any Maintenance and Construction Department crew is required to work past 6:00 p.m. on emergency work, as authorized by the Appointing Officer or his designee, one (1) meal shall be allowed.

ARTICLE XIII

WORKERS' COMPENSATION

When an employee is injured, the Upper Mohawk Valley Regional Water Board pay ceases, and Workers' Compensation begins.

If an employee returns to work in 14 days or less, he may use his accumulated sick leave or vacation time for the first seven (7) days. If no sick leave or vacation time has been accumulated, the employee shall be docked for that period.

On return to work or after 26 weeks, whichever is sooner, the Upper Mohawk Valley Regional Water Board shall pay the difference in the amount paid by Workers' Compensation and the net

Water Board shall pay the difference in the amount paid by Workers' Compensation and the net pay of the average of the six months period immediately preceding the injury.

Duplication of Upper Mohawk Valley Regional Water Board pay and Workers' Compensation pay is prohibited and in the event Workers' Compensation pay is provided for any period previously paid by the Upper Mohawk Valley Regional Water Board, then employees shall reimburse the Upper Mohawk Valley Regional Water Board for any overpayment.

There shall be no loss of seniority, job rights, or benefits due to a compensation period of six (6) months or less. Vacation, sick leave, or other leave benefits will accrue during the first six (6) month period. Vacation and sick leave benefits may be used after the six (6) month period to maintain seniority rights and hospitalization insurance.

ARTICLE XIV

NOTICE OF DISCIPLINARY ACTION

No employee covered by this Agreement shall be arbitrarily and/or capriciously suspended, demoted or dismissed.

The Upper Mohawk Valley Regional Water Board will provide a written notice to any employee who has been subject to disciplinary action. Such notice shall be provided within ten days of the disciplinary decision. A copy of the notice will be sent to the union steward.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1.

Definitions: As used herein the following terms shall have the following meaning:

- 1.1 The term "employee" shall mean and include all of the employees of the Upper Mohawk Valley Regional Water Board, employed in this respective bargaining unit.

- 1.2 The term "grievance" shall mean any claimed violation, misinterpretation, misapplication or inequitable application of the terms and provisions of this Agreement. The term "grievance" shall not include any matter involving retirement benefits, disciplinary proceedings (except non-competitive employees) or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
- 1.3 The term "department" shall mean the Upper Mohawk Valley Regional Water Board.
- 1.4 The term "immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists, and who normally assigns and supervises the employee's work and approves his time records and evaluates his work performance.
- 1.5 The term "days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days in which actions must be taken or notice given within the terms of this provision.

Section 2.

Declaration of Basic Principles

- 2.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, harassment, discrimination or reprisal, and shall have the right to be represented by his designated collective bargaining representative at all stages of the grievance procedure. Should an employee deem that he has a grievance, and he processes that grievance in accordance with the procedures hereunder, the same must be processed by the Upper Mohawk Valley Regional Water Board.
- 2.2 Further, it is understood and agreed that the respective parties hereto shall make a sincere and determined effort to settle all matters of dispute, in a responsible manner.
- 2.3 All grievances shall include the name and position of the aggrieved employee, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the person responsible for causing the said events or conditions, if known to the aggrieved employee, and a (detailed) statement of the nature of the grievance and the redress sought by the aggrieved employee.

- 2.4 Compliance with the time limits established in this Article shall constitute a condition precedent for the submission of a grievance or for the processing of a grievance at the next stage.

The failure to comply with time limits shall result in the grievance being declared null and void, and no further processing of the grievance will be permitted. The parties may agree to an extension of the time limits in writing.

Section 3.

Procedure

3.1 First Stage. (ORAL)

- A. Any employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally, within two (2) days after either the grievance occurs, or within two (2) days after the employee has actual knowledge of the act or omission complained of, whichever comes first. In no event shall a grievance be submitted after ten (10) days of the act or omission constituting said grievance.
- B. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his supervisors to such extent as he deems appropriate, all on an informal basis.
- C. Within three (3) days after presentation of the oral grievance to him, the immediate supervisor shall make a decision with respect to the grievance, and shall communicate that decision, orally, to the employee involved.

3.2 Second Stage (WRITTEN)

- A. If either the employee is not satisfied with the decision of his immediate supervisor, or if in the event his immediate supervisor does not issue and orally communicate his decision to the employee within the mandatory three (3) day time limit, the employee shall, within five (5) days thereafter, submit his grievance, in writing, to a union steward who must then, if the union steward deems the matter to be meritorious, deliver the written grievance to the Appointing Officer within two (2) days of receipt of written grievance.
- B. The steward shall attempt to resolve the grievance with the Appointing Officer and in the event that the steward and Appointing Officer are unable to agree on a settlement mutually satisfactory to all parties concerned, the Appointing Officer within two (2) days of the receipt of the written grievance, shall issue a written decision and communicate same to the employee and the steward involved.

Section 4.

Arbitration (WRITTEN)

- 4.1 In the event the grievance is not satisfactorily resolved through the initial stages of the grievance procedure, Local Union 182, IBT, and only Local Union 182, IBT, may proceed and shall within ten (10) working days after receipt of the Appointing Officer's written decision, or within ten (10) days after the time within which the Appointing Officer should have issued a written decision, served upon the Appointing Officer, a written demand for arbitration in a manner consistent with Article 75 of the New York Civil Practice Law and Rules. If within five (5) days the parties are not able to agree on a person to serve as arbitrator, a written demand for arbitration will be served upon the Appointing Officer and the Public Employment Relations Board (PERB). The parties will then be bound by the rules and procedures of PERB in the selection of an arbitrator.

Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

- 4.2 In matters involving disciplinary actions, where no agreement is acceptable at the end of the Second Stage, the employee may not demand arbitration.
- 4.3 In matters involving non-competitive disciplinary actions where no mutual agreement is acceptable at the end of the Second Stage, the employee may follow such procedures as he may deem necessary in accordance with other provisions of law. The use of the arbitration procedures shall not apply in non-competitive disciplinary actions.
- 4.4 Disciplinary measures concerning employees in the competitive class shall not be covered in this grievance procedure.
1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
 2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
 3. The Arbitrator shall not usurp the functions of the Upper Mohawk Valley Regional Water Board or the proper exercise of its judgement and discretion under the law and this Agreement.

4. The Arbitrator's Award shall not be contrary to or extend any provision of law; Regulations or Rule having the force and effect of law.
5. The award of an Arbitrator shall be limited to the time period that this Agreement is in effect.
6. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
7. The Arbitrator's Award, if within the scope of his authority as set forth above, shall be final and binding; except for any and all employee disciplinary actions which shall not be subject to arbitration.
8. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor or expenses of witnesses or participants called by the other.

ARTICLE XVI

SUCCESSOR CLAUSE

Should the Upper Mohawk Valley Regional Water Board, during the term of the negotiated settlement, absorb and consolidate these services of the Board, then all rights, benefits and working conditions so contracted will be maintained.

ARTICLE XVII

IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. SECTION 204A OF THE NEW YORK STATE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT.

ARTICLE XVIII

ROTATING ON CALL SCHEDULE

The Seniority list shall be used for the purpose of on call duty with the most senior employee being called first. If the employee does not desire to work he shall be placed at the bottom of the list and the next senior employee shall be called. Any employee who does not report to work shall then be placed on the bottom of the list. The Upper Mohawk Valley Regional Water Board may call personnel from each of the categories (operators, drivers, maintenance men) from the rotating list as needed for any particular job. The aforementioned procedure shall be continuous. The rotating list shall be posted weekly, conspicuously, in the year. The Upper Mohawk Valley Regional Water Board shall have final choice according to the procedure above.

ARTICLE XIX

DURATION OF AGREEMENT

Section 1.

This Agreement shall constitute the full and complete commitments of the Upper Mohawk Valley Regional Water Board to Local Union 182, IBT.

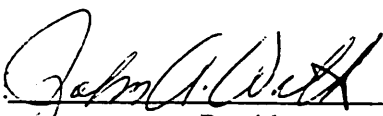
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Upper Mohawk Valley Regional Water Board and the Local Union 182, IBT, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Before the employer changes any term and condition of employment not covered by this Agreement, it will discuss the change with Local Union 182, IBT.

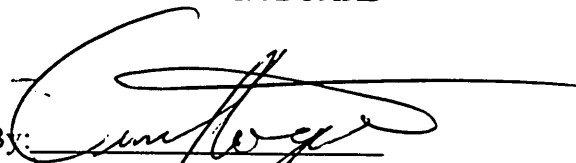
This Agreement shall be effective on April 1, 1995 and continue in effect through March 31, 2002.

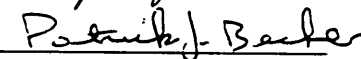
DATED: April 12, 2000

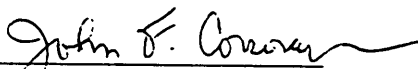
TEAMSTERS LOCAL NO. 182
INTERNATIONAL BROTHERHOOD

By: 
John A. Wilk, President

UPPER MOHAWK VALLEY
REGIONAL WATER BOARD

By: 
Vincent J. Coyne, Chairman

By: 
Patrick J. Becher, Executive Director

By: 
John F. Corcoran, Esq.